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*Attorneys for Plaintiffs,
Nike, Inc. and Converse Inc.*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON**

NIKE, INC. and CONVERSE INC.,

Plaintiffs,

v.

JEFFREY WASKOWIAK and KICKRICH, LLC,

Defendants.





Case No.: 3:21-cv-01068-SB




**CONSENT JUDGMENT AND PERMANENT
INJUNCTION AS TO DEFENDANT
KICKRICH, LLC**

The Court, being advised that Plaintiffs, Nike, Inc. and Converse Inc., and Defendant, KickRich, LLC, stipulate and agree to the entry of a final and enforceable judgment on the terms set forth herein, enters this Order as a final and enforceable judgment in this matter.

IT IS HEREBY ORDERED that judgment is entered that Plaintiffs are the exclusive owners of the following registered trademarks and all related common law rights: U.S. Trademark Registration Nos. 4,902,368; 5,820,374; 3,451,904; 3,451,905; 3,451,906; 3,451,907; 4,902,368; 3,780,236; 3,711,064; 3,721,064; 6,368,694; 6,368,691; 6,368,693; 3,725,535; 1,370,283; 1,990,180; 1,323,343; 1,323,342; 1,284,385; 977,190; 978,952; 1,214,930; 1,243,248; 2,196,735; 6,124,779; 1,323,343; 1,325,938; 2,534,358; 3,826,832; 3,833,438; 1,875,307; 4,764,07; 5,727,940; 2,117,273; 3,711,303; 3,711,305; 3,520,484; 3,627,820; 1,558,100; 1,742,019; 4,137,741; 868,375; 3,175,430; 3,534,741; 369,971; 2,807,854; 1,588,960; 3,258,103; and 4,398,753 (collectively, the “Asserted Marks,” examples of which are shown below);

ASSERTED MARKS	
Air Jordan 1 High Trade Dress	Air Jordan 1 Low Trade Dress
	
SB x Air Jordan 1 Low Trade Dress	Air Force 1 High Trade Dress

	
Air Force 1 Mid Trade Dress	Air Force 1 Low Trade Dress
	

Air Force 1 Outsole Trade Dress	Dunk Outsole Trade Dress
	
Dunk Trade Dress	Converse All Star Trade Dress
	
Design Marks	Word Marks
	<p> NIKE JUST DO IT AIR JORDAN AIR FORCE 1 DUNK CONVERSE CHUCK TAYLOR ALL STAR </p>

IT IS FURTHER ORDERED that judgment is entered that the Asserted Marks are valid and enforceable;

IT IS FURTHER ORDERED that judgment is entered against Defendant KickRich, LLC for:

(a) infringing the Asserted Marks in violation of 15 U.S.C. §1114 by promoting, offering for sale, and/or selling the products identified in the table below (the “Infringing Products”);

(b) using false designations of origin in violation of 15 U.S.C § 1125(a) by promoting, offering for sale, and/or selling the Infringing Products;

(c) diluting the Asserted Marks in violation of 15 U.S.C. § 1125(c) and O.R.S. § 647.107 by promoting, offering for sale, and/or selling the Infringing Products; and

(d) violating Plaintiffs’ common law rights in the Asserted Marks by promoting, offering for sale, and/or selling the Infringing Products;

INFRINGING PRODUCTS	
	
TERRA Nike Air Jordan 1	Prime Nike Air Jordan 1



Postal Nike Air Jordan 1



LAVA Nike Air Jordan 1



SKY Nike Air Jordan 1



Sashiko Hand Stitched Recycled Denim
Converse All Star



Nike Air Force 1 Low Shoe Pattern”



Nike SB Dunk High Shoe Pattern



Nike Air Jordan 1 High Shoe Pattern”



Air Jordan 1 Low Shoe Pattern



Nike SB Dunk Low Shoe Pattern



Pinwheel Logo Desk Clock



Classic Logo Desk Clock



Just Do It Sneaker Stool



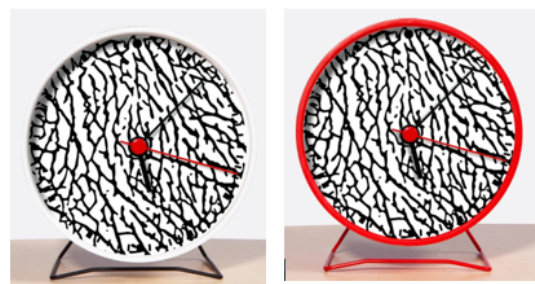
Flight Sneaker Stool



All Star Sneaker Stool



ACG Wall Clock



Elephant Print Desk Clock

IT IS FURTHER ORDERED that Defendant KickRich, LLC may offer and promote customization services of genuine Nike and/or Converse products pursuant to the terms of the Parties' settlement agreement in this case, but Defendant KickRich, LLC and its affiliates, officers, agents, employees, attorneys, and all other persons acting in concert with Defendant KickRich, LLC, are hereby permanently enjoined from:

(a) manufacturing, transporting, promoting, importing, advertising, publicizing, distributing, offering for sale, or selling any products (including but not limited to the Infringing Products) under the Asserted Marks or any other marks, names, symbols, or logos which are likely to cause confusion or to cause mistake or to deceive persons into the erroneous belief that any products that Defendant KickRich, LLC caused to enter the stream of commerce or any of Defendant KickRich, LLC's commercial activities are sponsored or licensed by Plaintiffs, are authorized by Plaintiffs, or are connected or affiliated in some way with Plaintiffs or the Asserted Marks;

(b) manufacturing, transporting, promoting, importing, advertising, publicizing, distributing, offering for sale, or selling any products (including but not limited to the Infringing Products) under the Asserted Marks and/or confusingly similar marks;

(c) implying Plaintiffs' approval, endorsement, or sponsorship of, or affiliation or connection with, Defendant KickRich, LLC's products, services, or commercial activities, passing off Defendant KickRich, LLC's business as that of Plaintiffs', or engaging in any act or series of acts which, either alone or in combination, constitutes unfair methods of competition with Plaintiffs and from otherwise interfering with or injuring the Asserted Marks or the goodwill associated therewith;

(d) engaging in any act which is likely to dilute the distinctive quality of the Asserted Marks and/or injures Plaintiffs' business reputations;

(e) representing or implying that Defendant KickRich, LLC is in any way sponsored by, affiliated with, or licensed by Plaintiffs; and/or

(f) knowingly assisting, inducing, aiding, or abetting any other person or business entity in engaging in or performing any of the activities prohibited in (a) through (e) above;

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over the parties to the extent necessary to enforce the terms of this Order and the injunctive relief provided herein;

IT IS FURTHER ORDERED that this Order terminates all proceedings in this action and all future dates are stricken.

IT IS SO ORDERED.

SIGNED AND ENTERED this 13th day of December, 2021.


United States District Judge